

# EXHIBIT I

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# *Terms and Conditions of Use*

Last revised August 25, 2023

**IMPORTANT NOTICE: THESE TERMS AND CONDITIONS OF USE ARE SUBJECT TO A WAIVER OF CLASS ACTION RIGHTS AND THE RIGHT TO A JURY TRIAL AS DETAILED IN SECTION 3.4 (BINDING ARBITRATION AND CLASS ACTION WAIVER) BELOW. IT REQUIRES YOU AND CEREBRAL, THE CEREBRAL MEDICAL GROUPS, YOUR PROVIDER, AND CERTAIN OTHER CEREBRAL PARTNERS TO RESOLVE DISPUTES WITH EACH OTHER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. PLEASE READ CAREFULLY.**

**DO NOT USE THESE SERVICES FOR EMERGENCY MEDICAL OR MENTAL HEALTH NEEDS. IF YOU ARE EXPERIENCING A MEDICAL OR MENTAL HEALTH EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.**

These Terms and Conditions of Use (“**Terms of Use**”) govern your access and use of the Services (as defined below) and the websites located at [www.cerebral.com](http://www.cerebral.com) and [www.getcerebral.com](http://www.getcerebral.com), any other U.S. websites on which we post these Terms of Use, and the affiliated mobile application on which we post these Terms of Use (collectively, the “**Platform**”).

The Platform is owned and operated by Cerebral Inc. and/or its subsidiaries (collectively, “**Cerebral**”), and the Services (depending on your location at the time you receive Telehealth Services (as defined below)) are provided by Cerebral Medical Group, P.A. (Florida), Cerebral Medical Group P.C. (California), Cerebral Medical Group, P.C. (Alaska), Cerebral Medical Group, P.C. (Kansas), or Cerebral Medical Group, P.A. (New Jersey) (each, a “**Cerebral Medical Group**”, and collectively, the “**Cerebral Medical Groups**”). Cerebral does not own or have any ownership interest

in the Cerebral Medical Groups and the Cerebral Medical Groups do not own or have any ownership interest in Cerebral.

Please review these Terms of Use carefully. By accessing or using the Platform or paying for or using the Services, you accept and agree to be bound by these Terms of Use and acknowledge the [Privacy Policy](#). If you do not agree to be bound by these Terms of Use, you are not authorized to access or otherwise use the Platform or Services and you must promptly exit the Platform and stop using the Services.

In these Terms of Use, the terms “**you**” and “**your**” mean you, as the user of the Services, your dependents if any, any other person accessing your User Account (as defined below), and each of your heirs, assigns, and successors.

## **These Terms of Use contains the following sections:**

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## 1. SUBSCRIPTION TERMS

The Cerebral Medical Groups provide direct clinical and health care services (described in more detail below) on a bundled payment subscription basis (a “**Subscription**”). The terms of the Subscription under this Section 1 (“**Subscription Terms**”) apply solely between you and the Cerebral Medical Groups and form a binding agreement between you and a Cerebral Medical Group, depending on your location at the time you receive Telehealth Services (as defined below). For purposes of these Subscription Terms only, “**we**,” “**us**,” or “**our**” refer solely to the Cerebral Medical Groups.

### 1.1 Description of Services.

Each of the Cerebral Medical Groups utilizes the Platform to provide clinical services for mental and behavioral health conditions, including individual and couples/group therapy, counseling, diagnosis and treatment, and medication management through telehealth modalities. Such clinical services are provided by qualified counselors and therapists, nurse practitioners or doctors, and other qualified health care providers employed or contracted by the Cerebral Medical Groups (“**Providers**”). Purchasing a Subscription on the Platform will provide access to one of the following Subscription options offered by the Cerebral Medical Groups:

### Therapy Subscription (“**Therapy Option**”):

- Includes weekly telehealth visits with a licensed and/or credentialed therapist for mental and behavioral health therapy. The number of weekly telehealth visits may not exceed five during each month of the Subscription.
- Patient may request additional telehealth visits for an additional per visit fee.

### Medication management Subscription (“**Medication Option**”):

- Includes up to two telehealth visits with a licensed prescriber who will assess mental and behavioral health needs and may prescribe medications for such mental and behavioral health needs (as medically necessary and appropriate) during each month of the Subscription.
- Patient may request additional telehealth visits for an additional per visit fee.

### Therapy and medication management Subscription (“**Therapy + Medication Option**”):

- Includes weekly telehealth visits with a licensed and/or credentialed therapist for mental and behavioral health therapy. The number of weekly telehealth visits with a therapist may not exceed five during each month of the Subscription.
- Includes up to two telehealth visits with a licensed prescriber who will assess mental and behavioral health needs and may prescribe medications for such mental and behavioral health needs (as medically necessary and appropriate) during each month of the Subscription.
- Patient may request additional telehealth visits for an additional per visit fee.

### Couples/Group therapy Subscription (“**Couples Therapy Option**”)

- Includes up to two telehealth visits between the couple/group members and a licensed and/or credentialed therapist, who will provide couples or group mental and behavioral health therapy.

- Patients may request additional telehealth visits for an additional per visit fee.

The Therapy Option, the Medication Option, the Therapy + Medication Option, and the Couples Therapy Option shall be collectively referred to herein as the “**Subscription Options**”, and the clinical services provided under each of the foregoing Subscription Options shall be collectively referred to herein as the “**Telehealth Services**”. The costs of any prescribed medications and most ordered laboratory tests or laboratory services are not included in any Subscription Option and will be subject to an additional fee.

In addition to the Telehealth Services, certain non-clinical services such as monitoring of care and progress tracking, and self-guided mental and behavioral health resources, available on the Platform, may be included in the Subscription Options (such services together with the Telehealth Services, the “**Services**”).

The Services may change from time to time, and the Cerebral Medical Groups may choose to add new Services or suspend or discontinue some or all of the Services, in their sole discretion.

In connection with each Subscription Option, Providers will be recommended to you based on the information you submit through the Platform, and you will have the option to choose or switch Providers. The Telehealth Services you receive may vary depending on the Provider with whom you interact, and each Provider uses independent professional judgment in rendering Telehealth Services. You should contact your Provider directly for any questions regarding your care or medical treatment, and you can report a complaint relating to the care provided by a Provider by contacting the professional licensing board in the state where the care was received.

**Telehealth Services.** Telehealth involves the delivery of health care services using electronic communications, information technology or other means between a health care provider and a patient who are not in the same physical location. While the provision of health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The Telehealth Services are not intended to take the place of your relationship with your regular in-person health care practitioners or primary care physician.

Before receiving Telehealth Services, you will be required to review and agree to the [Telehealth Informed Consent](#) that will be provided to you, which provides a description of the risks and benefits

of telehealth, and constitutes your voluntary authorization to the rendering of Telehealth Services by the Cerebral Medical Groups and Providers. You agree that Cerebral is a third-party beneficiary of the [Telehealth Informed Consent](#) and has the right to enforce it against you.

The Cerebral Medical Groups and Providers have also adopted a [Notice of Privacy Practices](#) describing their collection and use of your health information. By accessing or using any part of the Services, you are acknowledging receipt of the [Notice of Privacy Practices](#) from your Cerebral Medical Group and Provider(s).

**The Services are not for emergencies. IF YOU BELIEVE YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY. If you are thinking about suicide or if you are considering taking actions that may cause harm to yourself or others, call the National Suicide Prevention Hotline anytime at 1-800-273-8255 (en Español 1-888-628-9454) or go to the nearest emergency room. You can also use the 24/7 Crisis Text Line by texting "HOME" to 741-741.**

The Services, including the Telehealth Services, are not for medical emergencies or urgent situations. You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary care physician and other health care professionals as recommended. Always seek the advice of a physician or other qualified health care prescriber concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or medication. **Please be aware the Services, including the Telehealth Services and the delivery of any medication prescribed via the Services, will stop being provided at the termination of your Subscription.**

**The Subscription or Services are not an insurance product. The Cerebral Medical Groups are not insurance providers and do not sell or offer any type of insurance product or coverage.** The Subscription or Services are not a type of or substitute for any insurance product or coverage. Your payments to the Cerebral Medical Groups are not insurance premiums. The Terms of Use, the Subscription Terms and any incorporated terms or conditions are not and shall not be deemed a contract for insurance under any applicable state law. Neither the Subscription nor the Services qualify as the minimum essential coverage under the Patient Protection and Affordable Care Act. If you desire any type of health or other insurance, you must purchase it separately.

## **1.2 User Account.**

To access the Services on the Platform, you must first create a personal user account ("**User Account**"). You may only have one (1) User Account. A User Account is not transferable between individuals. The person who creates a User Account for the Couples Therapy Option may also create a second User Account if they wish to also subscribe to one of the other Subscription Options.

You agree that all information you submit to create your User Account, including but not limited to your name, date of birth, address, phone number, and email address, shall be truthful, accurate, and complete, and you shall maintain accuracy and completeness of the information associated with your User Account. Your User Account is personal to you, and you are solely responsible for maintaining the confidentiality of the credentials to access your User Account, and you are responsible for all activity that occurs under your User Account. You may not allow another individual or third party to access, use, or modify your User Account. You are responsible for maintaining the security of your User Account, including keeping your login credentials secret to only yourself. Please contact [support@cerebral.com](mailto:support@cerebral.com) immediately if you suspect that another individual or third party has gained access to your User Account.

In a Couples Therapy Option, one person must create a User Account, during which they will provide the contact information of the person with whom they will be participating in the couples therapy sessions. If you are the person who creates the User Account, you agree that all information you submit to create the User Account, including but not limited to your name, date of birth, address, phone number, and email address, and your partner's information shall be truthful, accurate, and complete, and you shall maintain accuracy and completeness of the information associated with the User Account. If you are the person being connected to a User Account in a Couples Therapy Option, you agree that all information you submit, including but not limited to your name, date of birth, address, phone number, and email address, shall be truthful, accurate, and complete, and you shall maintain accuracy and completeness of the information associated with the User Account. In a Couples Therapy Option, the User Account is personal to the person who created the User Account, who is responsible for maintaining the confidentiality of the credentials to access the User Account. Each person is responsible for ensuring the accuracy, truthfulness, and completeness of information (e.g., assessments, communications with others, etc.) they enter into the User Account. Each person has the right to access their records. Neither person may allow any third party to access, use, or modify the User Account. Each person is responsible for maintaining the security of the User



Account, including keeping the login credentials secret to only themselves. Please contact [support@cerebral.com](mailto:support@cerebral.com) immediately if you suspect that an unauthorized individual or third party has gained access to the User Account.

**No Users Under 18 Years Old.** Only users eighteen (18) years of age or older and who have accepted these Terms of Use may access the Platform or Services or purchase a Subscription. By visiting, accessing, registering with or using the Platform, or by purchasing or using any Services through the Platform, you represent and warrant that you are a natural person and of 18 years of age or older. If you are under the age of 18, please do not attempt to access the Platform, register for our Services, or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, subject to applicable laws, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please contact us at [support@cerebral.com](mailto:support@cerebral.com).

**Refusal of Services on Fraud.** We may request further information from you to provide the Services. If you do not timely provide this information in the manner requested, we reserve the right to suspend, discontinue, or deny your access to and use of the Services until you provide the information to us as requested. Without limitation, the Cerebral Medical Groups may refuse to provide services to you (including, the Services), cancel your Subscription or deactivate your User Account for any reason in our sole discretion, including where we suspect fraud or illegal activity. This includes, but is not limited to, stolen payment information or falsified medical information resulting in a prescription and subsequent supply of medication by the chosen pharmacy.

**Account Deactivation.** You may deactivate your User Account by contacting [support@cerebral.com](mailto:support@cerebral.com). In the case of a Couples Therapy Option User Account, only the person who created the User Account may deactivate the User Account by contacting [support@cerebral.com](mailto:support@cerebral.com). Without limiting the survival of certain provisions in these Terms of Use, the Terms of Use shall continue to apply to our relationship with you unless you deactivate your User Account in accordance with these Terms of Use. For clarity, canceling a Subscription will not operate to deactivate your User Account or the Terms of Use governing your User Account.

### 1.3 Payments and Recurring Billing.

**Your Payment Information.** Any fees associated with your User Account will be charged to your credit card or debit card on file, as identified in your User Account, in accordance with these Terms of Use. Invoices or receipts for payments will be emailed to you or available through your User Account. You represent and warrant that (i) the credit card or debit card information you provide through the Platform is true, correct and complete, and (ii) that you are the person in whose name the credit card or debit card was issued and/or you are authorized to make a purchase with the relevant credit card or debit card. You will promptly update your User Account if your payment information has changed, if your payment method has been canceled, or if you become aware of a breach of security. You acknowledge that an authorization hold using your payment information may be processed in order to verify the information provided. If your payment card details change or are due to expire, updated payment details may be requested from you, including your card number, expiration date, and CVV (or equivalent). By providing us updated payment information, you authorize the Cerebral Medical Groups, or Cerebral, or a third-party payment processor, on behalf of the Cerebral Medical Groups, to continue to charge your card using the updated information so that you can continue to receive the Services.

If any invoice is not paid in a timely manner, or your payment is not successfully settled, due to expiration, insufficient funds, chargebacks, or otherwise, we reserve the right to suspend, disable, cancel or terminate your Subscription or User Account until we have successfully charged a valid payment method.

**Subscriptions and Recurring Payments.** If you purchase a Subscription, with the exception of any free trial periods, the Cerebral Medical Groups will charge you a Subscription fee at the rate(s) presented to you ("**Subscription Fee**"). The Subscription gives you access to the Services for one month, or a different subscription period selected on the Platform ("**Subscription Period**"). Unless otherwise stated when you sign up for a Subscription, your selected Services will automatically renew for a further Subscription Period with the Subscription Fee (including any applicable taxes) and will continue to do so unless we are either no longer offering that Service, in which case we will notify you, or your Subscription has been canceled in accordance with these Terms of Use.

The billing period for your Subscription Fee begins from the time of registration (i.e., when you register, enter your payment method and pay the initial Subscription Fee), and again at the start of each subsequent Subscription Period. By signing up for a Subscription, you agree to pay your

Subscription Fee in full each Subscription Period and authorize your payment method on file to be billed automatically each Subscription Period through the Platform's third-party payment processor for the entire length of your Subscription, regardless of whether or not you have used the Services during the Subscription Period, until your Subscription ends or is canceled. You will be responsible for paying all past-due amounts. You acknowledge that billing may not occur on the exact same date of each month.

**Other Fees.** You agree to pay all other fees and charges associated with your User Account that are not included in the Subscription Fee, including, for example, the cost of prescribed medication and refills, the cost of laboratory tests, single visits with a Provider that are not part of a Subscription, appointment no-show fees, cancellation fees or late rescheduling fees, co-pays, co-insurance and deductibles and other costs not covered by your health insurance plan, and any fees for any services that are not charged on a Subscription model (collectively, "**Other Fees**"), on a timely basis and according to the terms and the rates presented to you. By incurring such Other Fees, you authorize us to bill and charge your payment method on file for such Other Fees in full.

**Trials and Promotional Fees.** We may periodically offer discounts to our Services in the form of free trial periods or promotional fees. The terms of those discounts will be stated at the time you sign up or when you purchase a specific Service or product. If your Subscription includes a free trial, you will not be charged the applicable Subscription Fee during your free trial. To obtain the free trial, you will be required to provide a credit card or other payment method to ensure uninterrupted access and continued use after the expiration of the free trial. Upon completion of your free trial, your Subscription will automatically convert into a paid Subscription and your payment method will be charged the applicable Subscription Fee unless you have canceled your Subscription. If your Subscription includes a promotional fee, you will be charged the promotional fee for the relevant number of billing periods and upon completion of that period, your Subscription will continue to automatically renew at the full, non-promotional rate. You may cancel your Subscription during your free trial or promotional period to avoid being charged the full applicable Subscription Fee in accordance with Section 1.4 (Cancellations and Refunds).

You may only be permitted to use one free trial or promotional fee offer. If your Subscription is ever canceled or terminated for any reason, and you purchase an additional Subscription, you may not be eligible for a free trial or to take advantage of another promotional fee offer.

**Insurance.** If you have health insurance, your insurance plan may cover all or a portion of your use of the Services, including costs associated with the Telehealth Services. Subject to the terms of any written agreement between the Cerebral Medical Groups and the insurance plan, if you provide information about your health insurance to us, that will be deemed your authorization for the Cerebral Medical Groups, Cerebral, the Pharmacies, the Labs and/or one of their affiliates or partners to submit claims and bill for services on your behalf and share necessary information with the insurance plan to process payments and reimbursements. The Cerebral Medical Groups are not enrolled with federal or state health care programs such as Medicare, Tricare, CHAMPUS, or Medicaid and if you are insured under or covered by any of these programs, you are not permitted to use the Services.

If the Services are in-network with your insurance plan, you may be eligible to pay a reduced Subscription Fee at the rates published on the Platform (the **"In-Network Subscription Fee"**), or you may be eligible for a basic services Subscription with no out-of-pocket Subscription Fee (a **"Basic Services Subscription"**). The In-Network Subscription Fee and any Basic Services Subscription does not include the cost of any co-pays for visits with Providers, costs or co-pays for prescribed medication (including refills), laboratory tests ordered by a Provider, or co-insurance or deductibles, which will vary depending on your insurance plan and may be billed separately. You are also responsible for any Other Fees incurred that are not charged on a Subscription model (e.g., appointment no-show fees). The In-Network Subscription Fee, if applicable, and any co-pays, co-insurance, deductibles or Other Fees are your responsibility, not that of your insurance plan, even if the Cerebral Medical Groups are considered in-network.

By electing to use insurance for the Services, you hereby assign all medical benefits, including but not limited to, major medical insurance, sick benefits and injury benefits, due to you because of liability of a third party, such as auto insurance or workers' compensation insurance, and the proceeds of all claims resulting from the liability of the third party payable by any person, employer, or insurance company to or for you up to the full amount of your medical bill. You also hereby authorize and direct your insurance carrier(s), including private insurance, and any other health/medical plan, to issue payment directly to the Cerebral Medical Groups, the Pharmacies, the Labs and/or one of their affiliates or partners for medical and other services rendered to yourself and/or your dependents regardless of your insurance benefits, if any.

Your insurance policy is a contract between you and your insurance plan, and it is your responsibility to know your benefits, including if your insurance has any deductible, co-payment, co-insurance, out-of-network, usual and customary limit, prior authorization requirements or any other type of benefit limitation for the Services you receive, and how your benefits will apply to your payments. If you purchase Services with your insurance plan, you authorize the Cerebral Medical Groups, Cerebral and/or one of their affiliates or partners, to charge your payment method on file for the In-Network Subscription Fee, if applicable, and any fees not covered by your insurance, such as co-pays, co-insurance, deductibles, and Other Fees. If all or any portion of the Services are not covered or paid by your insurance plan for any reason or you do not have health insurance, you understand that you will be ultimately responsible for all fees and costs arising out of your use of the Services and agree to pay the full amount of all Subscription Fees and Other Fees associated with your User Account. Questions about non-payment should be directed to your insurance plan. You agree to update your User Account and inform us at [support@cerebral.com](mailto:support@cerebral.com) or your Provider immediately if you lose your health insurance and/or can no longer pay for treatment.

**Changes to Subscription Fees, Other Fees or Subscription Features.** We may change fees published on the Platform from time to time in our sole discretion. If the pricing for your Subscription increases, you will be notified and provided an opportunity to change or cancel your Subscription before applying those changes to your User Account or charging you in connection with an automatic renewal. We may choose in our sole discretion to add, modify, or remove benefits and features from a Subscription. Your continued enrollment in your Subscription after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue your Subscription at the revised rates and/or terms, you must cancel your Subscription prior to the end of your then current Subscription Period in accordance with Section 1.4 (Cancellations and Refunds) (so that at the end of that Subscription Period, your Subscription will end), otherwise the revised rate and/or terms will apply on and from the next Subscription Period.

**Third-Party Payment Processor.** All credit card, debit card and other monetary transactions on or through the Platform occur through an online payment processing application that is provided by a third-party payment processor(s). Neither the Cerebral Medical Groups nor Cerebral collect or store payment card information. If our third-party payment processor is unable to secure funds from your payment method for fees that are due for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, we may

undertake further collection action, including application of fees to the extent permitted by law, and reserve the right to suspend or terminate your User Account or Services.

**Waiver of Claims and Unauthorized Payments.** You agree to waive all claims against the Cerebral Medical Groups and their third-party service providers, including any third-party payment processor(s), related to any unauthorized payments made on or through the use of your User Account outside of the Cerebral Medical Groups or its third-party service providers' control, regardless of whether such payments are authorized or unauthorized. However, you may submit a claim of the unauthorized payment to the Cerebral Medical Groups so that we can conduct a reasonable investigation as we see fit under the circumstances.

## 1.4 Cancellations and Refunds.

**Canceling Subscription.** When you cancel a Subscription, you cancel only future charges associated with your Subscription. You may initiate your cancellation at any time, but the cancellation will become effective at the end of your current Subscription Period. You can cancel by clicking "Cancel Subscription" in your User Account no later than the day before your next scheduled billing date to cancel your Subscription. Step-by-step cancellation instructions can be found in our FAQs. If you do not cancel before this time, you will be charged for the next Subscription Period and your Subscription will be canceled in the following Subscription Period.

Except as otherwise stated herein or required by applicable law, no refunds will be provided for a partial Subscription Period, but you will continue to have access to the Subscription until the next billing cycle. Notwithstanding any other terms, the Cerebral Medical Groups reserve the right to cancel your Subscription in its entirety at any time and for any reason, with or without prior notice. If the Cerebral Medical Groups exercise their right to cancel a Subscription, you will be refunded the current Subscription Period's Subscription Fee as required by law.

Once you cancel your Subscription, your access (and in the case of a Couples Therapy Option, both people's access) to and use of the Services will continue to the end of your then current Subscription Period and thereafter end, but you (and in the case of a Couples Therapy Option, both people) will continue to have access to certain information maintained within User Account, such as personal health information. **Please note that all Services, including Telehealth Services, will end**



**once cancellation takes effect. You should talk to your Provider before discontinuing any medication. Abruptly stopping certain medications can impact your health.**

Any other service that is paid separately from the Subscription Fee, such as additional visits with Providers which are not part of a Subscription, may be rescheduled (if applicable) but are not cancellable after purchase.

**Refunds.** All purchases are final and once paid, all fees, including Subscription Fees, are non-refundable regardless of whether Services are utilized, except as prohibited by applicable law. However, you may cancel your Subscription at any time in accordance with this Section 1.4 (Cancellations and Refunds) to stop incurring future Subscription Fees. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit in one instance, we are under no obligation to issue the same refund or credit in the future.

## **1.5 Prescriptions.**

You will not be able to obtain a prescription medication unless you have completed a consultation with one of our licensed Providers, the Provider has determined the prescription is appropriate for you, and the Provider has written a prescription.

**Please note that Providers on the Platform no longer prescribe controlled medications, including benzodiazepines (e.g., Xanax) and stimulants (e.g., Adderall).**

The Cerebral Medical Groups are not a prescription fulfillment center and do not endorse any specific medication, pharmacy, or pharmacologic product. There is no guarantee a prescription will be written by using the Services. If a Provider prescribes a medication, the Provider will limit supply based upon applicable regulations and will only prescribe a medication as determined in the Provider's own discretion and professional judgment. Providers may also deny care for actual or suspected misuse of the Services for prescriptions.

You agree that any prescriptions that you acquire from a Provider will be solely for your personal use. All prescription medications are provided subject to all warnings, limitations, and restrictions published or provided by the medication's manufacturer. You agree to fully and carefully read all provided product information and labels and to contact your Provider, or another physician or pharmacist, if you have any questions regarding the prescription. You acknowledge and understand

that your use or misuse of prescription medications obtained through our Services may result in undesirable or unexpected consequences.

**Pharmacy Services.** Prescription fulfillment services may be offered on the Platform by Lehigh Pharmacy & Supplies, Inc. ("**CerebralRx**") or other third-party pharmacy providers (the "**Pharmacies**") from time to time.

- CerebralRx Contact Information: Address: 307 Del Prado Blvd N, Suite 3, Cape Coral, Florida 33909; Telephone: [1-800-268-7036](tel:1-800-268-7036)

If you receive a prescription as a result of the Services, you may select one of the Pharmacies to fulfill and ship your prescription directly to your address. However, you always have the option to instruct your Provider or to email [support@cerebral.com](mailto:support@cerebral.com) to transmit that prescription to a different pharmacy of your choice. Otherwise, you hereby consent to using the Pharmacies. Please note that the cost of medication is not included in your Subscription Fee and will be billed separately.

**Prescriptions fulfilled by the Pharmacies may not use child-resistant packaging and prescriptions may not be dispensed in child-resistant containers.** You acknowledge that you must keep prescription medication safe, secure, and out of the reach of children.

If you select to use the Pharmacies, you give your Provider authorization to send and disclose to the Pharmacies all information provided by you, your health care records, and other applicable health care information and personal information (such as your name, location, and demographic information) that is required to provide you the pharmacy services.

All medication orders are billed separately from the Subscription Fee, are final once shipped by the Pharmacies, and the order cannot be returned or refunded. Medication orders may be canceled before they are shipped. This is to protect the integrity of the medication and the health of the patient, as well as to comply with applicable laws. However, if you think you have received the wrong medication, have received an order in error, or have any other questions, please contact us at [support@cerebral.com](mailto:support@cerebral.com).

We do not control or interfere with any professional service provided by the Pharmacies, which is solely responsible for the provision of their professional services.



## 1.6 Orders for Laboratory Products and Services.

Certain laboratory products and services, including at-home testing kits and in-person testing services to monitor the effects of certain prescribed medication or for diagnostic purposes ("**Lab Tests**"), require a valid prescription or order by a licensed Provider. You will not be able to obtain Lab Tests unless a Provider has determined that the Lab Test is appropriate for you and the Provider has prescribed or ordered the Lab Test. These Lab Tests can only be ordered and fulfilled through the Labs (defined below). If your Provider orders a Lab Test, you may be required to go to an in-person location of the applicable Lab to be tested or at-home testing materials will be shipped to you by the applicable Lab. In certain cases, regularly scheduled Lab Tests are required in order to properly and safely manage your treatment plan. Please note that in most cases, the cost of Lab Tests, laboratory products and services are not included in your Subscription Fee and will be billed separately.

If your Provider suspects that you are misusing the Services for prescriptions or engaging in other prohibited activities relating to your medication, your Provider may order and require that you obtain a laboratory test to confirm that misuse is not taking place before continuing your treatment or prescribing or refilling any medications (an "**Investigative Lab Test**"). Typically, these are in-person tests that may be ordered by your Provider to be completed at any local laboratory of your choice.

If you refuse to or do not timely complete any Lab Test or Investigative Lab Test, or if your test results present evidence that you have been misusing your prescriptions or engaging in other prohibited activities under these Terms of Use, your Provider reserves the right to modify or cease your treatment plan and/or medications based on their independent professional judgment, you may no longer be eligible to receive further prescriptions through the Services, and/or your Subscription or User Account may be suspended, canceled or terminated.

Laboratory and diagnostic services may be offered on the Platform by Quest Diagnostics Clinical Laboratories, Inc. and other third parties (the "**Labs**") from time to time. We do not control or interfere with any professional service provided by the Labs, which is solely responsible for the provision of their professional services.

## 2. PLATFORM TERMS

Cerebral owns, licenses, maintains and operates the technology Platform which is utilized by the Cerebral Medical Groups to provide the Services, provides administrative, financial, technological, and other non-clinical support services for the Cerebral Medical Groups and Providers. The terms of the Platform under this Section 2 ("**Platform Terms**") apply solely between you and Cerebral. For purposes of these Platform Terms only, "**we**," "**us**," or "**our**" refer solely to Cerebral.

Cerebral does not own or have any ownership interest in the Cerebral Medical Groups and the Cerebral Medical Groups do not own or have any ownership interest in Cerebral. The Cerebral Medical Groups and the Providers, and not Cerebral, are responsible for the quality and appropriateness of the care they render to you on the Platform, and any professional advice received from a Provider on our Platform comes from the Provider alone and not from Cerebral. By accepting these Terms of Use, you acknowledge and agree that Cerebral is not a health care provider and that by using the Services, you are not entering into a doctor-patient or other health care provider-patient relationship with Cerebral.

## 2.1 Platform Content and Functionality

**Platform Content.** Other than clinical advice or information you receive directly from a Provider, the content of the Platform, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by Cerebral. All information provided by Cerebral, or in connection with any communications supported by Cerebral (including resources from the cognitive behavioral therapy exercise library, meditation guides, articles and blog posts published on Cerebral's website and other general health care-related information and self-guided resources), is intended to be for general, non-clinical information purposes only, and is in no way intended to create a health care provider-patient relationship.

**Your Device Functionality.** You are responsible for obtaining and maintaining your device, software, operating system, carrier and network access necessary to properly access and use the Platform. Cerebral does not guarantee that the Platform or any portions thereof will function on or in connection with any particular device, software, operating system, carrier, or network. Cerebral will have no liability for errors, unreliable operation, or other issues resulting from use of the Platform on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer's original specifications, including, but not limited to, use of

modified versions of the operating system. All rate and data fees of your device's carrier apply to your use of the Platform and Services and Cerebral is in no way responsible for your carrier rates and data fees, where applicable.

**No Inference with Platform Security.** You are prohibited from taking actions that would compromise, disrupt, interfere with, or otherwise violate the integrity or security of the Platform, its systems or networks, including but not limited to engaging or attempting to engage in the following conduct: (i) using any software, program, process, device, application or routine (e.g. robots, scripts, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, decrypt, interfere, tamper, hack, spoof, modify or otherwise corrupt the administration, security or proper functioning of the Platform or any servers which may host the Platform; (ii) accessing data not intended for you or logging onto a server or a User Account which you are not authorized to access; (iii) posting or transmitting any data, materials, content, or information (including, without limitation, advice, and recommendations) which contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Platform or the Services, personal information, software, equipment, servers, or facilitate or promote hacking or similar conduct; (iv) attempting to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Platform; or (iii) running any antivirus or antispyware software that is set to override the internet browser's cookies setting.

## 2.2 Intellectual Property.

**Intellectual Property.** So long as you comply with these Terms of Use (including timely paying any Subscription Fees and Other Fees associated with your User Account), Cerebral grants you a limited, non-exclusive, personal, revocable, non-transferable and non-sub-licensable right and license to access the Platform in order to use any paid-for Services for the duration of your Subscription or while your User Account is active, as applicable. All rights not expressly granted to you in these Terms of Use are reserved and retained by Cerebral and the Cerebral Medical Groups or its licensors, suppliers, publishers, rights holders, or other content providers.

With the exception of your User Materials (as defined below), Cerebral, the Cerebral Medical Groups, the Pharmacies, the Labs and/or Cerebral or a Cerebral Medical Group's licensors, as

applicable, retain all right, title, and interest in and to the Platform, the Services and any information, content, files, documents, text, photographs, images, audio, videos, reviews, products, software, or other materials accessed or made available for use or download through the Platform and Services, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing ("**Cerebral Materials**"). Other than User Materials (which you own), any reproduction, copying, sale, redistribution or other commercial exploitation of the Platform, the Services, Cerebral Materials, or any portion of the foregoing, are strictly prohibited without the prior written permission of Cerebral, the Cerebral Medical Groups or the licensor, as applicable. You may not frame or utilize framing techniques to enclose the Platform or any Cerebral Materials (including images, text, page layout, or form) without express written consent of Cerebral, the Cerebral Medical Groups or the licensor. You may not use any meta tags or any other "hidden text" utilizing Cerebral's or the Cerebral Medical Groups' names, trademarks, or URLs without the express written consent of Cerebral or a Cerebral Medical Group, as applicable. The Platform may contain other proprietary notices and copyright information, the terms of which you agree to follow.

**User Materials.** All names, photographs, information, communications and any other content that you submit to or publish on or through the Platform, or that you submit to or publish on an online social media account (e.g., Facebook, Twitter, Instagram) that you own and link or otherwise associate with the Platform or your User Account, including any medical information you provide via Platform, if any and as applicable, is referred to in these Terms of Use as the "**User Materials.**" You own and are responsible for all User Materials and grant Cerebral, the Cerebral Medical Groups and its third party service providers involved in operating the Platform and providing you the Services a worldwide, transferable, sub-licensable, irrevocable, perpetual license to use the User Materials, to the extent permitted by law, in order to operate the Platform and provide the Services or as otherwise permitted in our [Privacy Policy](#). You agree not to provide any User Materials that (a) are false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violate or infringe the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (c) contain or transmit a virus or any other harmful component. Cerebral may, but does not assume the obligation to, monitor and/or delete any User Materials that it deems in its sole discretion to be in violation of the foregoing sentence. You represent and warrant that you have the legal right and authorization to provide all User Materials to Cerebral and the Cerebral Medical Groups, and if relevant, its third parties service providers.

**Feedback.** Any feedback, comments, questions, or suggestions (collectively, “**Feedback**”) you may provide regarding the Platform, Subscription, or Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions without any obligation to you. By sending Cerebral and the Cerebral Medical Groups any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback; (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development; (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback; and (iv) irrevocably waive, and cause to be waived, against Cerebral, the Cerebral Medical Groups and its users any claims and assertions of any moral rights contained in such Feedback. These provisions regarding Feedback shall survive any termination of your User Account, these Terms of Use, or the Platform or Services.

## 2.3 Off-Platform Communications.

**Consent to Receive Calls and Text Messages.** By providing your mobile number, sending Cerebral an initial text, or otherwise opting-in to receive telephonic communications from Cerebral, you are agreeing to be contacted by Cerebral, on behalf of the Cerebral Medical Groups or your Provider(s), at the mobile number you have provided, including calls and text messages, regarding your User Account and use of the Platform and Services. These text messages or calls may be automated and may include information about your treatment plan, appointment reminders, order confirmations, shipping notifications, messages from your Provider, and other transactional messages. You may also sign up to receive promotional and marketing calls and text messages. You are not required to consent to promotional and marketing calls and text messages as a condition of purchase. You may update your notification preferences at any time by going through your User Account. By consenting to receive text messages from us, you represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

If you enroll in text messages from Cerebral or the Cerebral Medical Groups, you understand and agree that: (1) you will be responsible for any message and data rates that may apply for any messages sent to you from Cerebral or the Cerebral Medical Groups and to Cerebral or the Cerebral Medical Groups from you, (2) message frequency may vary, and (3) neither Cerebral or the Cerebral Medical Groups, nor your, Cerebral’s or the Cerebral Medical Groups’ mobile carriers, are liable for

delayed or undelivered messages. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

We may send you one or more welcome messages or administrative messages, such as (in some cases), a request to confirm your opt-in. After that, you will receive recurring text messages, and the specific amount may vary depending on how you use our Services (e.g., if you communicate with us through SMS, or if you send a HELP request).

Our text messages are supported on all U.S. carriers. Please note, however, that the supporting mobile carriers may change without notice, and the particular text message program you join may be limited to specific carriers.

You can opt out of marketing text messages from Cerebral at any time by texting the word "STOP" to 27191. After you send the text message "STOP" to 27191, we will send you a text message to confirm that you have been unsubscribed. After this, you will no longer receive text messages from Cerebral unless and until you re-consent to receiving text messages again. You also understand and agree that we have provided you with reasonable methods of opting out, and that any other method of opting out, including, but not limited to, texting words other than "STOP" or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. Please be advised that if you opt out of marketing text messages, Cerebral or your Provider(s) may still send you transactional text messages about your User Account or use of the Platform and Services.

You can opt out of transactional text messages by updating your notification preferences in your User Account. We may send you a text message to confirm your opt out of transactional text messages. Please note that if you withdraw your consent to receive text messages, some Platform features and certain Services may no longer be available to you and you may not receive important and helpful information and reminders about your Services. If you have revoked consent and want to re-enroll in receiving transactional text messages, you can re-enroll by updating your notification preferences in your User Account.

If you are experiencing issues with Cerebral's text messaging program, you can text the word "HELP" to a text message from Cerebral for more assistance, or you can get help directly at (415) 403-2156 or [support@cerebral.com](mailto:support@cerebral.com).



**Sensitive Communications.** You understand that while Cerebral and the Cerebral Medical Groups take your privacy and the security of your health and other sensitive information very seriously, the transmission of information over the internet and mobile networks is not 100% secure. Text messages and emails that you send to or receive from Cerebral or the Cerebral Medical Groups outside of the Platform (including off-Platform communications with Providers) are not encrypted, which means that it is possible they may be intercepted by third parties. If you choose to send or receive information about your health or any other sensitive information by text message or email outside of the Platform, you do so at your own risk. By opting into text messages, you consent to sending text messages to Cerebral and the Cerebral Medical Groups, and receiving text messages from or on behalf of Cerebral and the Cerebral Medical Groups, that are not encrypted. Likewise, by emailing Cerebral or giving Cerebral your email, you consent to receiving unencrypted emails messages from or on behalf of Cerebral and the Cerebral Medical Groups.

### 3. GENERAL TERMS

#### 3.1 Rules and Prohibitions.

You understand that you may lose your right to use the Services and receive treatment if you do not abide by these Terms of Use.

In addition to other prohibitions in these Terms of Use, the following conduct is prohibited on the Platform and Services:

- impersonating or misrepresenting your identity or your affiliation with a person or entity;
- creating more than one User Account, or forging or manipulating headers or identifiers to disguise the origin of any content transmitted through the Platform;
- allowing any unauthorized person to access your User Account or to receive Services;
- harassing, threatening, abusing, defaming, demeaning, discriminating against, intimidating or exhibiting other harmful or disrespectful behavior toward Providers or staff of Cerebral or the Cerebral Medical Groups and relevant third parties providing Services to you, or disrupting the

care of other patients, as Cerebral and the Cerebral Medical Groups determine in our sole discretion;

- recording appointments and other audio or visual interactions with your Provider without the knowledge and consent of the Provider;
- obtaining prescriptions from multiple prescribers without each prescriber's (including your Provider(s)) knowledge of the other prescriptions (also known as "doctor shopping");
- accessing the Platform or using the Services, medications or other products available through the Platform, in any unlawful way or for any unlawful purpose (including in violation of United States export laws concerning the transmission of technical data and regulated materials via the Internet);
- incorrectly identifying the sender of any message transmitted to Cerebral and the Cerebral Medical Groups or altering the attribution or origin of electronic mail, messages, or posting;
- violating the privacy rights of any person, including harvesting or collecting personal information or personal health information about any other individual who uses the Platform or the Services;
- transmitting, or procuring the sending of, any advertising or promotional material without Cerebral and the Cerebral Medical Groups' prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- otherwise using the Platform in any manner that exceeds the scope of use granted herein; and/or
- attempting to indirectly undertake any of the foregoing or encouraging or enabling any other individuals to do or attempt any of the foregoing.

Cerebral and the Cerebral Medical Groups have the right to suspend or terminate your User Account at any time, and without notice as it deems advisable, including where you violate these Terms of



Use, as required by law, or due to security or welfare concerns. To the extent permitted by applicable law, Cerebral and the Cerebral Medical Groups shall not be liable to you or any third party(s) for any loss or damage that is caused by or arises from or in connection with any such suspensions or terminations. If Cerebral or the Cerebral Medical Groups has previously prohibited you from accessing or using the Platform, you are not permitted to access the Platform or its Services.

### 3.2 Availability of Services and Export Compliance.

Cerebral and the Cerebral Medical Groups operate subject to state and federal regulations, and not all Services offered through the Platform may be available in your state. You represent that you are not a person barred from enrolling for or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Platform or the Services is limited exclusively to users located in states within the United States where the Services are available as identified on the Platform. Accessing the Services from jurisdictions where content is illegal, or where the Services are not offered, is prohibited.

You further acknowledge that the Services and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that Cerebral and the Cerebral Medical Groups makes available (collectively "**Excluded Data**") are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories currently including, but not limited to, Cuba, the Crimea region of the Ukraine, Sudan, Iran, North Korea and Syria ("**Trade Restrictions**"). You represent and warrant that you are not: (i) located in an embargoed country or territory, (ii) under the control of an entity organized in or a resident of an embargoed country or territory, (iii) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.trade.gov/consolidated-screening-list>; or (iv) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and U.S. Government EU Dual-Use Regulation EC 428/2009. You are solely responsible for complying with Trade Restrictions for all Excluded Data and any of its content transmitted through the Services.

### **3.3 Disclaimers of Warranties; Limitation of Liability; Release; Indemnification.**

**Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT ANY ACCESS AND USE OF THE PLATFORM AND SERVICES IS VOLUNTARY AND AT YOUR SOLE RISK. THE PLATFORM AND SERVICES ARE PRESENTED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, CEREBRAL, THE CEREBRAL MEDICAL GROUPS AND THE PROVIDERS DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PLATFORM, THE SERVICES, AND ANY CONTENT, INFORMATION, PRODUCT, SERVICE OR OTHER MATERIALS PROVIDED ON OR THROUGH THE PLATFORM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE QUALITY, ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS. NEITHER CEREBRAL NOR THE CEREBRAL MEDICAL GROUPS WARRANT THAT THE PLATFORM WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK-UP AND SECURITY.

CEREBRAL AND THE CEREBRAL MEDICAL GROUPS DO NOT GUARANTEE THAT THROUGH USE OF THE SERVICES, ANY PRESCRIPTIONS WILL BE WRITTEN FOR YOU. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE USE OR MISUSE OF THE PRODUCTS OBTAINED THROUGH THE PLATFORM OR SERVICES, INCLUDING MEDICATIONS, MAY RESULT IN UNDESIRABLE OR UNEXPECTED CONSEQUENCES. TO THE FULLEST EXTENT OF APPLICABLE LAW, CEREBRAL, THE CEREBRAL MEDICAL GROUPS AND THE PROVIDERS DO NOT ACCEPT ANY LIABILITY FOR THE CONSEQUENCES ARISING FROM THE APPLICATION, USE, OR MISUSE OF ANY PRODUCTS (INCLUDING PRESCRIPTION MEDICATION) OR SERVICES CONTAINED ON OR MADE AVAILABLE THROUGH THE PLATFORM, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY AS A MATTER OF NEGLIGENCE, OR OTHERWISE, INCLUDING YOUR FAILURE TO COMPLY WITH ANY WARNING LABELS ATTACHED TO PRESCRIPTION PRODUCTS.

**Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, CEREBRAL AND THE CEREBRAL MEDICAL GROUPS AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS,

OWNERS, SHAREHOLDERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES, CONTRACTORS, OR LICENSEES (COLLECTIVELY, THE **"RELATED PARTIES"**), ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, SUBSTITUTE SERVICES, OR BUSINESS INTERRUPTION, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH) CAUSED BY OR ARISING FROM OR IN CONNECTION IN ANY WAY TO THE PLATFORM, PRODUCTS, SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, INCLUDING ANY SERVICES PERFORMED OR PRODUCTS OFFERED BY THE THIRD PARTIES (AS DEFINED HEREIN), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM OR SERVICES IS TO STOP USING THE PLATFORM OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF CEREBRAL, THE CEREBRAL MEDICAL GROUPS AND THEIR RELATED PARTIES TO YOU WITH RESPECT TO YOUR USE OR ACCESS OF (OR INABILITY TO USE OR ACCESS) THE PLATFORM OR SERVICES IS \$500 (FIVE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH LIMITATIONS OR RELEASES.

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO WHEN SUCH ACTION OCCURRED. EXCEPT AS EXPLICITLY PROVIDED HEREIN, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM OR SERVICES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE PLATFORM OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT CEREBRAL AND THE CEREBRAL MEDICAL GROUPS MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF CEREBRAL AND THE CEREBRAL MEDICAL GROUPS' LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

**Release.** You hereby release and hold harmless Cerebral, the Cerebral Medical Groups and their Related Parties from and against all claims that you have or may have against them for infringement, violation of the rights of privacy or publicity, defamation, disparagement, personal injury, property damage, negligence and/or any other legal theory arising from or in connection with the Platform or Services and products offered or provided on or through the Platform or Services and/or the rights and privileges granted or conveyed by you under these Terms of Use (including, without limitation, those rights and privileges relating to the User Materials and/or any elements, derivatives or marketing of the foregoing).

If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

**Indemnification.** You agree to indemnify, defend, and hold harmless Cerebral, the Cerebral Medical Groups, the Third Parties (as defined herein) offering products or services through the Platform, including the Pharmacies and the Labs, and their Related Parties, from and against any claim, actions, proceedings, demands, damages, losses, liabilities, settlements, costs and expenses, including, without limitation, reasonable legal and accounting fees and litigation expenses ("**Claims**"), resulting or arising from, or alleged to result or arise from: (i) your violation of these Terms of Use, (ii) your use or misuse of the Platform, Services, products or features available through the Platform and Services, or any information posted on the Platform; (iii) your fraud, misrepresentations, violation of law, negligence or willful misconduct; (iv) the content or subject matter of any User Materials or other information you provide to Cerebral and the Cerebral Medical Groups, the Third Parties or any customer service agent; (v) any text messages or other communications that you initiate to other Users or to third parties through the Services; or (vi) your infringement of third party intellectual property rights or privacy rights.

### 3.4 Binding Arbitration and Class Action Waiver.

**PLEASE READ THIS SECTION 3.4 CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

**3.4.1 Initial Dispute Resolution**

Cerebral's customer support department is available through the web and Cerebral's mobile apps to address any concerns you may have regarding the Platform or Service. Cerebral's customer support department can resolve most concerns quickly to our customers' satisfaction. Failure to engage in this process could result in the award of fees against you in arbitration.

The parties shall use their best efforts through this customer support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration. This requires first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute to [support@cerebral.com](mailto:support@cerebral.com). The written description of the dispute must be on an individual basis and provide, at minimum, the following information: your full name; your mailing address; the email address associated with your User Account; a description of the nature or basis of the claim or dispute; and the specific relief sought. For any dispute that Cerebral or a Cerebral Medical Group initiates, Cerebral and the Cerebral Medical Groups will send a written description of the dispute to the email address associated with your User Account. If the dispute is not resolved within sixty (60) days after receipt of the written description of the dispute, you and the applicable Cerebral or Cerebral Medical Group entity agree to resolve any remaining dispute through the further dispute resolution provisions below.

The aforementioned informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any applicable statute of limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

**3.4.2 Binding Arbitration**

Only after the parties have engaged in a good-faith effort to resolve the dispute in accordance with the Initial Dispute Resolution procedures set forth in Section 3.4.1, and only if those efforts fail, then either party may initiate binding arbitration, subject to the exceptions in Section 3.4.5 and the terms

set forth below, as the sole means to resolve claims using the procedures set forth in Section 3.4.6 below.

If you are initiating arbitration, a copy of the demand must be emailed to [legal@cerebral.com](mailto:legal@cerebral.com). If a Cerebral or Cerebral Medical Group entity is initiating arbitration, it will serve a copy of the demand to the email address associated with your User Account.

You and each Cerebral or Cerebral Medical Group entity agree that all claims, disputes, or disagreements that may arise out of interpretation or performance of these Terms of Use (including but not limited to its formation, enforceability, performance, and breach), or that in any way relate to the provision, payment or use of the Platform or the Services or products provided through the Platform, your relationship with the Cerebral and the Cerebral Medical Groups entities or the Arbitral Parties (as defined below), or any other dispute with any Cerebral or Cerebral Medical Group entity or the Arbitral Parties, shall be resolved exclusively through binding arbitration in accordance with this Section 3.4 (collectively, the “**Arbitration Terms**”). This includes claims that arose, were asserted, or involve facts occurring before the existence of these Arbitration Terms or any prior agreement, as well as claims that may arise after the termination of these Arbitration Terms, in accordance with the notice and opt-out provisions set forth in Section 3.4.7). These Arbitration Terms also apply to claims, disputes, or disagreements between you and any Providers, the Pharmacies, and the Labs (such parties, the “**Arbitral Parties**”) arising out of or related to these Terms of Use, the Platform or the Service. Such Arbitral Parties will be considered intended third-party beneficiaries of these Arbitration Terms and references to the “parties” under these Arbitration Terms shall be deemed to include the Arbitral Parties, where applicable.

These Arbitration Terms are governed by the Federal Arbitration Act (“**FAA**”) in all respects and evidence a transaction involving interstate commerce. You and Cerebral and the Cerebral Medical Groups expressly agree that the FAA shall exclusively govern the interpretation and enforcement of these Arbitration Terms. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in Section 3.4.5, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use are void or voidable, whether a claim is subject to



arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with National Arbitration and Mediation rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with this Section 3.4.

You, the Cerebral and the Cerebral Medical Groups entities, and the Arbitral Parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU, THE CEREBRAL AND THE CEREBRAL MEDICAL GROUPS ENTITIES, AND THE ARBITRAL PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Except as set forth in Section 3.4.4 below, if any provision of these Arbitration Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

### **3.4.3 Location**

If you are a resident of the United States, arbitration will take place in the County where you reside. For residents in Canada (and anywhere else outside the United States), arbitration shall be initiated in the County of San Francisco, State of California, United States of America, unless you, the applicable Cerebral and Cerebral Medical Groups entities, and the applicable Arbitral Parties otherwise agree or unless the designated arbitrator determines that such venue would be unreasonably burdensome to any party, in which case the arbitrator shall have the discretion to select another venue. For any arbitration conducted in California, you, the applicable Cerebral and Cerebral Medical Groups entities, and the applicable Arbitral Parties agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree

to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

#### **3.4.4 Class Arbitration Action and Collective Relief Waiver**

YOU, THE CEREBRAL AND THE CEREBRAL MEDICAL GROUPS ENTITIES, AND THE ARBITRAL PARTIES ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS SECTION 3.4.4 AND SECTION 3.4.6 BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS THE APPLICABLE CEREBRAL OR CEREBRAL MEDICAL GROUPS ENTITIES, AND ANY APPLICABLE ARBITRAL PARTIES PROVIDE THEIR CONSENT TO CONSOLIDATE IN WRITING.

If there is a final judicial determination that applicable law precludes enforcement of this Paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

If there is a final judicial determination that either the Class Arbitration Action and Collective Relief Waiver or the provisions in Section 3.4.6 are not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent you, any Cerebral or Cerebral Medical Groups entity or any Arbitral Party from participating in a class-wide settlement of claims.

#### **3.4.5 Exception - Litigation of Intellectual Property and Small Claims Court Claims**

Notwithstanding the parties' decision to resolve all disputes through arbitration, any party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).



Any party may also elect to have disputes or claims resolved in a small claims court that are within the scope of that court's jurisdiction regardless of what forum the filing party initially chose. Any party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under these Arbitration Terms, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

### 3.4.6 Arbitration Rules

**A.** The arbitration will be administered by National Arbitration and Mediation ("**NAM**") and resolved before a single arbitrator. If NAM is not available to arbitrate, the parties will select an alternative arbitration provider.

Except as modified by these Arbitration Terms, NAM will administer the arbitration in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at [www.namadr.com](http://www.namadr.com) or by emailing National Arbitration and Mediation's Commercial Dept at [commercial@namadr.com](mailto:commercial@namadr.com).

**B.** You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in Section 3.4.6(D), provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by a party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 3.4 while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

**C.** Any arbitration demand or counterclaim asserted by a party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and

the factual allegations on which they are based, and must include proof that the claimant is party to these Terms of Use by having registered a User Account. The arbitrator and/or NAM may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11), including for any claim filed on behalf of a claimant who is not party to these Terms of Use.

**D.** The parties agree that NAM has discretion to modify the amount or timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 3.4 while such challenge remains pending before NAM the arbitrator, and/or a court of competent jurisdiction.

**E.** If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you, the applicable Cerebral and Cerebral Medical Groups entities and any applicable Arbitral Parties submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, any party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

**F.** Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute.

**G.** To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM (or another arbitration provider selected in accordance with Section 3.4.6(A) if NAM is unavailable) against any Cerebral or Cerebral Medical Groups entity and any Arbitral Party within reasonably close temporal proximity ("**Mass Filing**"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching

described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by NAM (or another arbitration provider selected in accordance with 14.6(A) if NAM is unavailable) in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by the Cerebral and Cerebral Medical Groups entities and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. **You agree to cooperate in good faith with the applicable Cerebral and Cerebral Medical Groups entities, applicable Arbitral Parties, and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims.** The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This “Batch Arbitration” provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless the applicable Cerebral or Cerebral Medical Groups entity and any applicable Arbitral Party otherwise consent in writing, the Cerebral and Cerebral Medical Groups entities and any applicable Arbitral Party do not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in Section 3.4.4 and this Section 3.4.6(G). If your demand for arbitration is included in the Mass Filing, any statute of limitation applicable to your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

**H.** The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and these Arbitration Terms. The parties agree that the damages and/or other relief must be consistent with Section 3.4.4 above and also must be consistent with the terms of the "Limitation of Liability" section of these Terms of Use as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

#### **3.4.7 30-Day Right to Opt Out**

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following email address: [opt-out@cerebral.com](mailto:opt-out@cerebral.com). The notice must be sent within 30 days of February 15, 2023 or your creation of a User Account, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Your notice must include your full name, mailing address, the email address you used to set up your User Account, and an unequivocal statement that you want to opt out of these Arbitration Terms. If you opt-out of these arbitration provisions, Cerebral, the Cerebral Medical Groups and the Arbitral Parties also will not be bound by them, but all other parts of these Terms of Use will continue to apply to you. Cerebral and the Cerebral Medical Groups will continue to honor any valid opt outs if you opted out of arbitration in a prior version of these Arbitration Terms pursuant to the requirements set forth in that version. If you do not timely opt out of these Arbitration Terms, such action shall constitute mutual acceptance of these Arbitration Terms by you, Cerebral, the Cerebral Medical Groups, and the Arbitral Parties.

#### **3.4.8 Changes to this Section**

Cerebral and the Cerebral Medical Groups will provide 30 days' notice of the date of any material changes to the Arbitration Terms under this Section 3.4. Changes will become effective on the 30th

day and apply to all claims not yet filed. If you continue to use the Platform or Services after the 30th day, you agree that any unfiled claims of which Cerebral and the Cerebral Medical Groups do not have actual notice are subject to the revised Arbitration Terms. If you do not agree to such changes, you may opt out by providing notice as described in Section 3.4.7.

If you reject any such changes by opting out of the Arbitration Terms pursuant to Section 3.4.7, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Terms will not apply to claims not yet filed. If Cerebral and the Cerebral Medical Groups change these Arbitration Terms after the date you first accepted these Arbitration Terms (or accepted any subsequent changes to these Arbitration Terms), you agree that your continued use of the Platform or Services 30 days after such change will be deemed acceptance of those changes. If you do not agree to such changes, you may opt out by providing notice as described in Section 3.4.7.

Any dispute not subject to arbitration shall be subject to the Governing Law and Venue provisions in Section 3.6.

### 3.5 Third-Party Services.

Cerebral and the Cerebral Medical Groups may make available to you, or provide links and advertisements related to, certain services, products, content or resources provided, manufactured, distributed or sold by third parties other than Cerebral and the Cerebral Medical Groups, including but not limited to third-party Pharmacies, the Labs, payment processors, and other third party partners or vendors (such parties, “**Third Parties**,” and their goods and services, “**Third-Party Goods and Services**”). Your use of any Third-Party Goods and Services and any interactions with Third Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between you and such Third Parties. Any use of third-party software explicitly integrated in connection with the Services, the Platform or any Third-Party Goods and Services, will be governed by the applicable Third Party’s license or terms of use, if any, including under the Annex to these Terms of Use, and if there is no such license or terms of use, by these Terms of Use. In addition to these Terms of Use, your use of the Platform and Services must comply with all applicable third-party terms of agreement, if any. You should make whatever investigation you feel necessary or appropriate before

proceeding with any online or offline transaction involving Third Parties or any Third-Party Goods and Services.

You agree that Cerebral and the Cerebral Medical Groups shall not be responsible or liable for any loss or damage of any sort incurred as the result of your use of any Third-Party Goods and Services or your interactions with any Third Parties. In the event of any dispute between you and any Third Party, any other user or any other entity or individual, you understand and agree that Cerebral and the Cerebral Medical Groups are under no obligation to become involved in such dispute, and you hereby release and indemnify the Cerebral and the Cerebral Medical Groups entities and its Related Parties, from any and all claims, demands and/or damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or Third-Party Goods and Services.

### 3.6 Miscellaneous Terms.

**Electronic Terms and Notices.** By opting in to use the Platform and/or Services, you affirmatively consent to conduct business electronically with Cerebral and the Cerebral Medical Groups and you agree that (a) all agreements and consents can be signed electronically, and (b) all notices, disclosures, and other communications that Cerebral and the Cerebral Medical Groups provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

**Survival.** The provisions of these Terms of Use which by their nature are intended to survive termination or expiration hereof shall survive, including, without limitation, Section 1.3 (Payments and Recurring Billing); Section 1.5 (Prescriptions); Section 2.1 (Intellectual Property); Section 2.3 (Off-Platform Communications); Section 3.1 (Rules and Prohibitions); Section 3.3 (Disclaimer of Warranties; Limitation of Liability; Release; Indemnification); Section 3.4 (Binding Arbitration and Class Action Waiver); Section 3.5 (Third-Party Services); and Section 3.6 (Miscellaneous Terms).

**Governing Law and Venue.** These Terms of Use shall be governed in all respects by the internal substantive laws of the State of New York, without regard to its conflict of laws principles. Except for claims that must be arbitrated pursuant to the Arbitration Terms, any claim or dispute arising in connection with the Platform or Services shall be decided exclusively by a court of competent jurisdiction located in New York, New York, and you consent to the personal jurisdiction of and



venue in such courts and waive any and all jurisdictional and venue defenses or objections otherwise available. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

**Force Majeure.** You understand and acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of third-party communication networks and facilities that are outside of Cerebral's control, and thus Cerebral will not be responsible for any delays, failures, or damages associated with the Platform which result from any system delays, downtimes, interruptions or other failures of or problems with the Platform which are outside of Cerebral's control. Cerebral and the Cerebral Medical Groups will not be deemed to be in breach of or liable for any breach of these Terms of Use or Cerebral's [Privacy Policy](#) due to any event or occurrence beyond Cerebral and the Cerebral Medical Groups' reasonable control, including without limitation, acts of God, terrorism, war, invasion, epidemic, pandemic, acts of governmental authorities and changes in federal, state or local laws and regulations applicable to the provision of Services, including Telehealth Services, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

**Amendments to Terms of Use.** Except as provided in the Arbitration Terms in Section 3.4, Cerebral and the Cerebral Medical Groups may revise these Terms of Use from time to time without notice to you. If Cerebral and the Cerebral Medical Groups determine a revision to the Terms of Use, in our sole discretion, is material, Cerebral and the Cerebral Medical Groups will notify you as required by law. These changes will be posted on this or a similar page of the Platform. By continuing to access or use the Platform or Services after those revisions become effective, you agree to be bound by the revised terms. Cerebral and the Cerebral Medical Groups encourage you to read these Terms of Use periodically.

**Severability and Entire Agreement.** In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between you and Cerebral and the Cerebral Medical Groups pertaining to the subject matter hereof.

**No Waiver.** No waiver of any term of the Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Cerebral's or the Cerebral Medical Groups' failure to

assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

**Assignment.** You may not assign, transfer, or delegate the Terms of Use or any part thereof without Cerebral and the Cerebral Medical Groups' prior written consent. Cerebral and the Cerebral Medical Group may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Use will be binding upon and inure to the benefit of your and Cerebral and the Cerebral Medical Groups' heirs, successors, and permitted assignees.

**No Third Party Rights.** You acknowledge and agree that Cerebral is a third-party beneficiary of the Subscription Terms under Section 1 and that the Cerebral Medical Groups and Providers are third party beneficiaries of the Platform Terms under Section 2. Otherwise, unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to create or establish third-party beneficiary status rights or their equivalent in any other referenced individual, subcontractor or third party, and, except as specifically set forth in these Terms of Use, no third party shall have any right to enforce any right or enjoy any benefit that is created or established under these Terms of Use.

**Contact Us.** Please direct any questions you may have about the Platform, the Services or these Terms of Use to any one of the following:

- By email: [support@cerebral.com](mailto:support@cerebral.com)
- By phone: (415) 403-2156
- Mailing Address: Cerebral Inc. / Cerebral Medical Groups, 2093 Philadelphia Pike #9898, Claymont, DE 19703

The foregoing contact information may change from time-to-time by supplementation, amendment or modification of these Terms of Use.

## **ANNEX: Additional Third Party Terms**

### **Apple iOS App**



If the Services that you use include a mobile application that you download, access and/or use and that runs on Apple's iOS operating system (an "iOS App"), you acknowledge and agree that:

- the iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system;
- these Terms of Use are between you and Cerebral and the Cerebral Medical Groups, and not with Apple;
- Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Cerebral and the Cerebral Medical Groups, not Apple;
- except as otherwise expressly set forth in these Terms of Use, any claims relating to the possession or use of the iOS App are between you and Cerebral and the Cerebral Medical Groups (and not between you, or anyone else, and Apple);
- in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- although these Terms of Use are entered into between you and Cerebral and the Cerebral Medical Groups (and not Apple), Apple, as a third party beneficiary under these Terms of Use, will have the right to enforce these terms against you.

In addition, you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country;
- you are not listed on any United States Government list of prohibited or restricted parties; and

- if the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

Call **911** if you're having a mental health emergency

Text **Home** to **741-741** if you're in emotional distress and need immediate support

Call **988** For National Suicide Prevention Hotline

Notices

FTC Exhibit A

Legal

Accessibility Statement

Notice of Privacy Practices

California Privacy Notice

Terms and Conditions

Privacy Policy

Do Not Sell or Share My Personal Information

Sharing Settings

Company

About/Mission

Careers

Press

Our Research

Cerebral Heroes

Resources

Blog

FAQ

Refer a Friend

Reviews

Couples

Medication

## Let's stay in touch

Get the latest in mental health,  
free events, feature updates and  
more.

Name

Email

☐ I accept the Cerebral HIPAA Marketing Authorization.

Submit



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